

ORDINANCE NO. 88-001

VILLAGE OF DIXMOOR

AN ORDINANCE ADDING SECTION 18-92.1 ENTITLED  
"TOWING OF INOPERABLE VEHICLES" TO CHAPTER 18  
ENTITLED "MOTOR VEHICLES AND TRAFFIC" OF THE  
VILLAGE OF DIXMOOR CODE OF ORDINANCES

BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor as follows:

Section One: Section 18-92.1 entitled "Towing of Inoperable Vehicles shall be added to Chapter 18 entitled "Motor Vehicles and Traffic" and shall read as follows:

Section 18-92.1. TOWING OF INOPERABLE VEHICLES.

(a) The Police Department is authorized to:

- (1) Declare all inoperable motor vehicles, whether on public or private property and in view of the general public, to be a nuisance; and
- (2) Authorize fines to be levied for the failure of any person to obey a notice received from the Village which states that such person is to dispose of any inoperable motor vehicle under his control; and
- (3) Shall further be authorized to remove after seven (7) days from the issuance of a Village notice any inoperable motor vehicle or part thereof.

(b) Hearing: The Village notice shall provide for a hearing to be held before a Hearing Officer prior to the towing of the vehicle unless the presence of the vehicle creates a danger

to the public or in the event there exists a reasonable belief said vehicle is stolen. If either of these exceptions exist the notice shall provide for a hearing within seven (7) days after the vehicle has been towed.

(c) Definition. For purposes of this Ordinance, an inoperable motor vehicle means any motor vehicle from which, for a period of at least seven (7) days the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power. Any vehicle which has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repair operations will be considered an inoperable motor vehicle if repairs are not concluded within fourteen (14) days of notification as set forth above.

(d) Nothing in this Ordinance shall apply to any motor vehicle that is kept within a building when not in use or to a motor vehicle on the premises of a place of business engaged in the wrecking or junking of motor vehicles

Section Two: This Ordinance shall be in full force and effect and the same shall so remain from and after its passage and approval and all Ordinances or parts of Ordinances in any manner in conflict herewith be and the same are hereby repealed.

This Ordinance duly passed on the 8th day of FEBRUARY, 1988, by the President and Board of Trustees of the Village of Dixmoor, County of Cook and State of Illinois, at its regular meeting and the same was hereafter duly filed in the Office of the Village Clerk on the 9th day of FEBRUARY, 1988.

\_\_\_\_\_  
VILLAGE CLERK OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

VOTING AYE: TRUSTEE ZEB LOLLIS - TRUSTEE JERRY SMITH - TRUSTEE BENNIE HOLLOWAY  
TRUSTEE STANLEY COUCH

VOTING NAY: NONE

ABSENT: TRUSTEE HENRY LABREC - TRUSTEE DEAN TANIS

ABSTAIN: NONE

APPROVED this 8th day of FEBRUARY, 1988.

\_\_\_\_\_  
MAYOR OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED AND FILED IN MY  
OFFICE this 9th day  
of FEBRUARY, 1988.

\_\_\_\_\_  
VILLAGE CLERK

ORDINANCE NO. 88-002

VILLAGE OF DIXMOOR

ORDINANCE AMENDING SECTION 2-50 ENTITLED  
"TIME AND PLACE OF REGULAR MEETINGS" OF  
CHAPTER 2 ENTITLED "ADMINISTRATION" OF T  
VILLAGE OF DIXMOOR CODE OF ORDINANCES

BE IT ORDAINED by the Village President and B  
of the Village of Dixmoor as follows:

Section One: Section 2-50 entitled "Time an  
Regular Meetings" shall be amended to read as follow

Sec. 2-50. TIME AND PLACE OF REGULAR MEETING

The village board of trustees shall hold its  
on the second and fourth Wednesdays of each month at  
no notice of such regular meetings shall be required  
place of the village board of trustees shall be at t  
unless otherwise ordered by the board.

Section Two: This Ordinance shall be in full  
effect and the same shall so remain from and after i  
approval and all ordinances or parts of ordinances i  
conflict herewith be and the same are hereby repeale

This ordinance duly passed on the 11TH day  
1988, by the President and the Board of Trustees of  
Dixmoor, County of Cook and State of Illinois, at it

ORDINANCE NO. 88-002

VILLAGE OF DIXMOOR

ORDINANCE AMENDING SECTION 2-50 ENTITLED  
"TIME AND PLACE OF REGULAR MEETINGS" OF  
CHAPTER 2 ENTITLED "ADMINISTRATION" OF THE  
VILLAGE OF DIXMOOR CODE OF ORDINANCES

BE IT ORDAINED by the Village President and Board of Trustees  
of the Village of Dixmoor as follows:

Section One: Section 2-50 entitled "Time and Place of  
Regular Meetings" shall be amended to read as follows:

Sec. 2-50. TIME AND PLACE OF REGULAR MEETINGS.

The village board of trustees shall hold its regular meetings  
on the second and fourth Wednesdays of each month at 7:00 p.m. and  
no notice of such regular meetings shall be required. The meeting  
place of the village board of trustees shall be at the village hall,  
unless otherwise ordered by the board.

Section Two: This Ordinance shall be in full force and  
effect and the same shall so remain from and after its passage and  
approval and all ordinances or parts of ordinances in any manner in  
conflict herewith be and the same are hereby repealed.

This ordinance duly passed on the 11TH day of APRIL,  
1988, by the President and the Board of Trustees of the Village of  
Dixmoor, County of Cook and State of Illinois, at its regular meeting

and the same was duly filed in the office of the Village Clerk on the 11th day of APRIL, 1988.

*William V. Young*  
VILLAGE CLERK OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

VOTING AYE: TRUSTEE ZEB LOLLIS, TRUSTEE BENNIE HOLLOWAY, TRUSTEE HENRY LABREC  
TRUSTEE JERRY SMITH, TRUSTEE STANLEY COUCH

VOTING NAY: NONE

ABSENT: VACANT

ABSTAIN: NONE

APPROVED this 11th day of APRIL, 1988.

*Kenneth Fisher*  
MAYOR OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED AND FILED IN MY  
OFFICE this 11th day of  
APRIL, 1988.

*William V. Young*  
VILLAGE CLERK

ORDINANCE NO. 88-003

VILLAGE OF DIXMOOR

AN ORDINANCE PROVIDING FOR AN  
APPROPRIATION FOR CORPORATE PURPOSES FOR THE  
FISCAL YEAR BEGINNING MAY 1, 1988 AND ENDING APRIL 30, 1989

BE IT ORDAINED BY THE ACTING PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF DIXMOOR, COUNTY OF COOK AND STATE OF ILLINOIS.

SECTION ONE

That the following sums or as much thereof as may be  
authorized by law be and the same are hereby appropriated for  
the fiscal year beginning May 1, 1988, and ending April 30, 1989.

ITEMS OF APPROPRIATION

AMOUNT APPROPRIATED

1. Administration Department Fund

Salaries	\$ 19,400.00
Medicare Taxes	1,800.00
Employees Ins. Life & Hospital	3,000.00
Maint. & Repair (Bldg.)	3,000.00
Maint. & Repair (Equip.)	500.00
Cheese Distribution	1,500.00
Telephone	8,000.00
Utilities	1,000.00
Dues - Subscriptions	2,500.00
Printing Publications	2,500.00
Postage	500.00
Pager System	1,800.00
Legal	18,000.00
Auditing	1,000.00
Travel	38,500.00
General Insurance	5,000.00
Health Expense	200.00
Office Supplies	2,000.00
Supplies	3,500.00
Claims	300.00
Miscellaneous	75.00
Unemployment Taxes	12,000.00
	<u>\$126,075.00</u>

ITEMS OF APPROPRIATIONAMOUNT APPROPRIATED2. Police Department Fund

Salaries	\$267,300.00
Jailer Security	20,000.00
Maint. & Rep. (Vehicles)	9,500.00
Maint. & Rep. (Equipment)	3,000.00
Communications	45,210.00
Dues & Subscriptions	300.00
Printing & Publications	675.00
Postage	450.00
Fees	200.00
Training	2,500.00
Laboratory Testing	700.00
Psychological Problems	700.00
Office Supplies	1,800.00
Supplies	4,000.00
Gas and Oil	13,000.00
Uniforms	3,000.00
Prisoner Food	1,000.00
Equip. Purchases - Lease	20,650.00
	<u>\$393,985.00</u>

3. Fire Department

Salaries	\$ 49,350.00
Maint & Repair (Vehicles)	5,000.00
Maint. & Repair (Equip.)	9,000.00
Communications	11,125.00
Mobile Phone	1,000.00
Dues - Subscriptions	800.00
Printing - Publications	1,000.00
Postage	300.00
Travel - Lost Days	12,075.00
Fees	42,568.00
Training	4,500.00
Hazardous Materials Resp.	2,000.00
Office Supplies	2,100.00
Supplies	4,500.00
Gas and Oil	3,500.00
Uniforms	5,000.00
Miscellaneous	200.00
Equipment Purchases	12,000.00
	<u>\$166,018.00</u>



ITEMS OF APPROPRIATIONAMOUNT APPROPRIATED4. Street & Alleys Department

Salaries	\$ 22,000.00
Maint. & Rep. (Vehicles)	3,500.00
Maint. & Rep. (Equipment)	5,000.00
Maint. & Rep. (Systems)	11,000.00
Street Lighting	20,000.00
Rentals	100.00
Supplies	1,000.00
Gas and Oil	1,000.00
Equipment Purchases	-0-
	<u>\$ 63,600.00</u>

5. Water Fund

Salaries	\$ 27,000.00
Hospital & Life Insurance	18,000.00
Maint. & Repair Buildings	-0-
Maint. & Repair (Vehicles)	1,200.00
Maint. & Repair (Equip.)	2,100.00
Maint. & Repair (Systems)	55,000.00
Water Purchases	315,000.00
Engineering	-0-
Telephone	8,000.00
Dues & Subscriptions	100.00
Printing - Publications	300.00
Postage	1,000.00
Legal Fees	4,000.00
Auditing	2,400.00
Travel	100.00
General Insurance	65,000.00
Rentals	100.00
Office Supplies	500.00
Supplies	1,500.00
Gas and Oil	1,000.00
Miscellaneous	200.00
Utility Tax 5% Payments	25,000.00
Equipment Purchases	8,000.00
	<u>\$535,500.00</u>

6. Water Reserve Fund

Transfer to General Fund	\$ 25,000.00
	<u>\$ 25,000.00</u>

ITEMS OF APPROPRIATION

AMOUNT APPROPRIATED

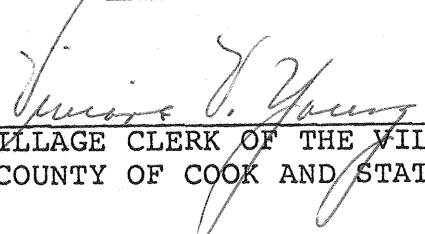
7.	<u>Civil Defense Fund</u> Equipment Purchases	\$ 2,000.00 \$ 2,000.00
8.	<u>Motor Fuel Tax Fund</u> Maint. & Rep. (System) Engineering Transfer to General Fund	\$160,000.00 18,000.00 18,000.00 \$196,000.00
9.	<u>Sanitation Fund</u> Garbage Disposal	\$ 60,000.00 \$ 60,000.00
10.	<u>Insurance Fund</u> Workman's Comp. Insurance General Liability Ins. Unemployment Ins. Taxes	\$ 32,500.00 12,500.00 -0- \$ 45,000.00
11.	<u>Audit Fund</u> Audit	\$ 3,100.00 \$ 3,100.00

R E C A P I T U L A T I O N

1.	ADMINISTRATION DEPARTMENT FUND	\$126,075.00
2.	POLICE DEPARTMENT FUND	393,985.00
3.	FIRE DEPARTMENT	166,018.00
4.	STREET & ALLEYS DEPARTMENT	63,600.00
5.	WATER FUND	535,500.00
6.	WATER RESERVE FUND	25,000.00
7.	CIVIL DEFENSE FUND	2,000.00
8.	MOTOR FUEL TAX FUND	196,000.00
9.	SANITATION FUND	60,000.00
10.	INSURANCE FUND	45,000.00
11.	AUDIT FUND	3,100.00
		<u>\$1,616,278.00</u>

THE TOTAL AMOUNT OF \$1,616,278.00 IS APPROPRIATED BY THIS ORDINANCE FOR ALL FUNDS AS HEREIN ITEMIZED.

PASSED this 22nd day of June, 1988.

  
VILLAGE CLERK OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

VOTING AYE: Couch, Holloway, LaBrec, Smith, Steinhagen

VOTING NAY: None

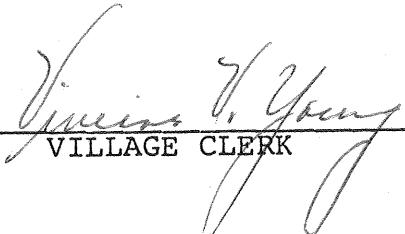
ABSENT: None

ABSTAIN: None

APPROVED this 22nd day of June, 1988.

ACTING MAYOR OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED AND FILED IN MY  
OFFICE this 22nd day,  
of June, 1988.

  
VILLAGE CLERK

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Village of Dixmoor, Cook County, Illinois, and as such I am the keeper of the records and files and am the custodian of the seal of said municipality.

I do further certify as follows:

1. That the foregoing as attached is a complete, true and correct copy of Ordinance Number 88-003, entitled AN ORDINANCE PROVIDING FOR AN APPROPRIATION FOR CORPORATE PURPOSES FOR THE FISCAL YEAR BEGINNING MAY 1, 1988 AND ENDING APRIL 30, 1989.

2. That it was duly adopted by the governing body of said municipality at its regular meeting held June 22, 1988.

3. That there were present at such meeting the following members of the Board of Trustees:

Stanley Couch

---

Bennie Holloway

---

Henry LaBrec

---

Jerry Smith

---

Kenneth Steinhagen

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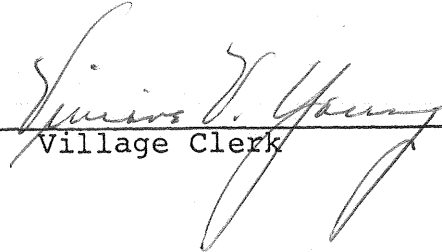
and the vote on said adoption was:

Ayes 5

Nays 0

Absent 0

In witness whereof, I hereby affix my official signature  
and corporate seal of said municipality here on this 22nd day  
of June, 1988.

  
\_\_\_\_\_  
Village Clerk

(SEAL)

*Walberg & Van Beek*  
*Attorneys at Law*  
*15525 South Park Avenue*  
*South Holland, Illinois 60473*

*Leonard D. Walberg*  
*Dirk Van Beek*

*Telephone*  
*Area Code 312*  
*596-2100*

August 1, 1988

Star Tribune  
1526 Otto  
Chicago Heights, IL 60411

Attn: Paula

Dear Paula:

Please find enclosed herewith Ordinance No. 88-003 that I would like placed in the paper from August 7th in the legal section. Should you have any questions, please feel free to call.

Very truly yours,

Dirk Van Beek

DVB:bz  
Enclosure  
cc: Mrs. Viviane Young,  
Village Clerk

ORDINANCE NO. 88-004

VILLAGE OF DIXMOOR

AN ORDINANCE LEVYING AND ASSESSING TAXES  
FOR CORPORATE PURPOSES FOR THE FISCAL YEAR  
BEGINNING MAY 1, 1988, AND ENDING APRIL 30, 1989

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF DIXMOOR, COUNTY OF COOK AND STATE OF ILLINOIS.

SECTION ONE

That the following sums or as much thereof as may be authorized  
by law be and the same are hereby levied for the fiscal year be-  
ginning May 1, 1988, and ending April 30, 1989.

<u>ITEMS OF APPROPRIATION</u>	<u>AMOUNT APPROPRIATED</u>	<u>AMOUNT TO BE INCLUDED IN TAX LEVY</u>
1. Administration Department Fund	\$114,075.00	\$ 40,955.00
2. Police Department Fund	\$393,985.00	\$ 12,286.00
3. Fire Department	\$166,018.00	\$ 12,286.00
4. Street & Alleys Department	\$ 63,600.00	\$ 9,829.00
5. Water Fund	\$535,500.00	NO LEVY
6. Water Reserve Fund	\$ 25,000.00	NO LEVY
7. Civil Defense Fund	\$ 2,000.00	NO LEVY
8. Motor Fuel Tax Fund	\$196,000.00	NO LEVY
9. Sanitation Fund	\$ 60,000.00	\$ 32,764.00

<u>ITEMS OF APPROPRIATION</u>	<u>AMOUNT APPROPRIATED</u>	<u>AMOUNT TO BE INCLUDED IN TAX LEVY</u>
10. Workman's Comp. Insurance	\$ 32,500.00	\$ 24,000.00
11. General Liability Insurance	\$ 12,500.00	\$ 61,000.00
12. Unemployment Insurance	\$ 12,000.00	\$ 12,000.00
13. Audit Fund	\$ 3,100.00	\$ 6,500.00
14. Lease Fund	-0-	\$ 20,650.00

R E C A P I T U L A T I O N

1. ADMINISTRATION DEPARTMENT FUND	\$114,075.00	\$ 40,955.00
2. POLICE DEPARTMENT FUND	393,985.00	12,286.00
3. FIRE DEPARTMENT	166,018.00	12,286.00
4. STREET & ALLEYS DEPARTMENT	63,600.00	9,829.00
5. WATER FUND	535,500.00	NO LEVY
6. WATER RESERVE FUND	25,000.00	NO LEVY
7. CIVIL DEFENSE FUND	2,000.00	NO LEVY
8. MOTOR FUEL TAX FUND	196,000.00	NO LEVY
9. SANITATION FUND	60,000.00	32,764.00
10. WORKMAN'S COMP. INSURANCE	32,500.00	24,000.00
11. GENERAL LIABILITY INSURANCE	12,500.00	61,000.00
12. UNEMPLOYMENT INSURANCE	12,000.00	12,000.00
13. AUDIT FUND	3,100.00	6,500.00
14. LEASE FUND	-0-	20,650.00
	<u>\$1,616,278.00</u>	<u>\$232,270.00</u>

PASSED this 24th day of August, 1988.

*Thomas J. Young*  
 \_\_\_\_\_  
 VILLAGE CLERK OF THE VILLAGE OF DIXMOOR  
 COUNTY OF COOK AND STATE OF ILLINOIS

VOTING AYE: Holloway, Couch, Lollis, Smith

VOTING NAY: None

ABSENT: LaBrec, Tanis

ABSTAIN: None

*Bob Lollis*  
 \_\_\_\_\_  
 MAYOR OF THE VILLAGE OF DIXMOOR  
 COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED AND FILED IN  
 MY OFFICE THIS 24th  
 DAY OF August, 1988.

*Thomas J. Young*  
 \_\_\_\_\_  
 VILLAGE CLERK



C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Village of Dixmoor, Cook County, Illinois, and as such I am the keeper of the records and files and am the custodian of the seal of said municipality.

I do further certify as follows:

1. That the foregoing as attached is a complete, true and correct copy of Ordinance Number 88-004, entitled AN ORDINANCE LEVYING AND ASSESSING TAXES FOR CORPORATE PURPOSES FOR THE FISCAL YEAR BEGINNING MAY 1, 1988, AND ENDING APRIL 30, 1989.

2. That it was duly adopted by the governing body of said municipality at its regular meeting held August 24, 1988.

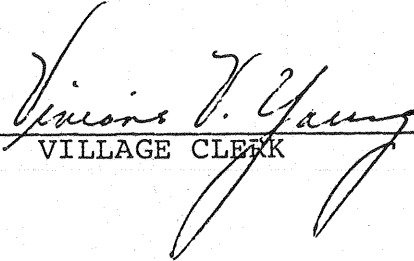
3. That there were present at such meeting the following members of the Board of Trustees:

Holloway  
Couch  
Lollis  
Smith  
                      
                    

and the vote on said adoption was:

Ayes: 4  
Nays: 0  
Absent: 2

In witness whereof, I hereby affix my official signature and corporate seal of said municipality here on this 24th day of August, 1988.

  
VILLAGE CLERK

(SEAL)

In witness whereof, I hereby affix my official signature and corporate seal of said municipality here on this 24th day of August, 1988.

*Virione T. Young*  
VILLAGE CLERK

(SEAL)

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into on the dates set forth next to the signature of each party hereto, by and between the units of local government and public agencies, (hereinafter referred to as "Units"), which have approved this Agreement in the manner provided by law, and have subscribed hereto and further by and between these Units of government as further enumerated herein, (hereinafter referred to as "Association").

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Illinois Revised Statutes, 1984, Chapter 127, Section 743, entitled "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Illinois Revised Statutes, Chapter 127, Section 742, defines a public agency as follows:

"any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement."

WHEREAS, Illinois Revised Statutes, 1981, Chapter 127 1/2, Section 31(a), provides that a fire protection district may contract for mutual aid from and to governmental units organized to furnish fire protection services; and

WHEREAS, all parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in hazardous material handling or other related services dealing with the protection of life or property in an emergency.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Association, and the covenants herein contained, the parties hereto agree as follows:

SECTION I  
Definitions

In this Agreement, the following terms shall be defined as

follows:

A. Emergency: An unforeseen occurrence or condition in a Unit's territorial jurisdiction which exceeds the Unit's capabilities to provide adequate service in the areas of hazardous material handling or other related services dealing with the protection of life or property such that the Unit determines that it is necessary and advisable to request aid.

B. Designee: The individual named by a Unit or its fire chief to act in the fire chief's place and stead in the fire chief's absence.

C. Fire Chief: An individual who is designated by the appropriate Unit of government as having the primary responsibility for emergencies as defined herein.

D. Mutual Aid: A definite and prearranged agreement and plan whereby response and assistance is provided to a stricken Unit by the aiding Unit in accordance with the policies and procedures provided herein and as established by the Association from time to time.

E. Unit: A unit of local government or an intergovernmental public agency and the units of which the intergovernmental governmental public agency is comprised which is a party to this Agreement.

F. Stricken Unit: A Unit which requests aid in the event of an emergency.

G. Aiding Unit: A Unit furnishing equipment and manpower to a stricken Unit.

## SECTION II PARTIES TO THE AGREEMENT

Village of Alsip (Alsip Fire Department)  
City of Blue Island (Blue Island Fire Department)  
Village of Crestwood (Crestwood Fire Department)  
Village of Dixmoor (Dixmoor Fire Department)  
Village of Midlothian (Midlothian Fire Department)  
Mokena Fire Protection District  
Orland Fire Protection District  
Palos Fire Protection District  
Palos Heights Fire Protection District  
Village of Posen (Posen Fire Department)  
Village of Worth (Worth Fire Department)

## SECTION III PURPOSE AND INTENT

The parties to this agreement recognize and acknowledge that it is in the best interest of the territories served by the respective units of local government which are signatory to this Agreement that these Units join together and combine to coordinate the training of personnel, the acquisition of equipment, the maintenance and housing of said equipment, and to have available in the event of an emergency the resources of the Units which are signatories and parties to this Agreement. The Units which are parties of this Agreement have determined that the entry into this Intergovernmental Agreement is essential so that all Units will be able to comply with the state and federal statutes and the state and federal regulation pertaining to and governing the handling of hazardous materials.

#### SECTION IV ADMINISTRATIVE ORGANIZATION

This Agreement shall be administered by a committee (the "Committee") composed of the chiefs (or other representatives designated by the member district) of each member District. A chairperson and secretary shall be elected biannually by a majority vote of the Committee members. All documents, records, minutes and other items essential to the Administration of the District shall be stored by and under the direction of the current Chairperson. Rolling stock and other heavy equipment shall be stored or housed in a site determined by the Committee.

Robert's Rule of Order shall be used to conduct the business of the Committee. The Committee may form subcommittees from time to time, but the subcommittee shall only make recommendations to the Committee. Three fourths of all members of the Committee must vote affirmatively to expend funds or liquidate equipment on behalf of the Committee.

The supplies and equipment shall be purchased in the name of the Southwest Hazardous Materials Response Team Committee and title (where appropriate) shall be held in the name of the Committee.

The Committee may make rules and regulations necessary to implement this Agreement. All member districts must have all proposed rules or regulations or changes to current rules and regulations fourteen (14) calendar days in advance of the meeting where such rules or regulations, or changes to current rules or regulations will be modified. Upon adoption or modification, the Chairperson shall send the rules or regulations or amendments to each of the members districts within fourteen (14) days after adoption. The above notice requirements may be amended in case of an emergency.

SECTION V  
AUTHORITY AND ACTION TO EFFECT MUTUAL AID

A. Each Unit hereby authorizes and directs its fire chief, or his designee, to act on behalf of the Unit in rendering and/or requesting mutual aid to or from the other Units in accordance with the policies and procedures provided herein and/or as established by the Association from time to time. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the Aiding Unit.

B. Whenever a stricken Unit requests aid pursuant to this Agreement, the stricken Unit's fire chief or his designee shall notify any and all aiding Units of the nature and location of the occurrence, and the type and amount of equipment and personnel requested from the aiding Unit, as set forth in the policies and procedure provided for herein.

C. The aiding Unit's fire chief, or his designee, shall take the following action immediately upon receipt of a request for aid.

1. Determine the extent, if any, to which requested equipment and personnel are available for mutual aid.
2. Dispatch the requested equipment and personnel, to the extent available, to the location of the occurrence reported by the stricken unit.
3. Notify the stricken unit if any or all of the requested amount or type of equipment or personnel cannot be provided.

SECTION VI  
JURISDICTION OVER PERSONNEL AND EQUIPMENT

Personnel and equipment dispatched to aid a stricken Unit pursuant to this Agreement remain employees, property and responsibility of the aiding Unit. Personnel and equipment rendering aid shall report to the fire chief or senior officer of the stricken Unit at the occurrence scene for direction and assignment. The aiding Unit, at all times, retains the right to withdraw any and all aid rendered upon order of its fire chief or his designee; provided, however, that the aiding Unit withdrawing aid shall notify the fire chief or senior officer of the stricken Unit of the withdrawal and the extent of the withdrawal of aid.

SECTION VII  
POLICY AND PROCEDURE

The Association may, from time to time, adopt policies and

procedures to provide for the orderly implementation of mutual aid to be provided by the agreement.

#### SECTION VIII FINANCES

A. Personnel and equipment provided pursuant to this Agreement under emergency conditions as defined herein shall be provided at no charge to the stricken unit, except as set forth herein or in the policies and procedures.

B. Reimbursement of unusual and burdensome costs may be set forth in the policies and procedures as adopted and amended from time to time.

C. Each unit to date has paid an initial fee of \$100.00 and has been assessed a one time sum of \$5,000.00.

D. It is the intention of the Units that the respective governing authority for each unit shall adopt a "spiller pays" ordinance to help fund this program on an ongoing basis, minimizing future assessments.

E. No further financial obligation is hereby assumed or authorized by any unit. Bi-annually, the Units' Fire Chiefs shall assess the additional equipment and financial needs of the program. The governing authority of each Unit must first approve any assessment or financial charge before it becomes financially obligated to any further cost or expense whatsoever under this program and agreement.

#### SECTION IX INSURANCE

A. Each Unit participating under the terms of this agreement hereby expressly agrees to indemnify, defend and hold harmless any and all aiding units, their personnel, agents and servants, from any and all claims, demands, liability, suits in law or in equity, costs and expenses, as to acts caused by that unit's negligence. It is the intent of this sentence that a unit shall only indemnify other parties for acts caused by the particular unit's negligence. The provisions of this paragraph are applicable only to operations carried on pursuant to the terms of this agreement.

B. A stricken unit shall have no obligation to provide or extend insurance coverage to insure the personnel of any aiding unit or to insure the acts or omissions of personnel of any aiding unit.

C. The Committee shall require each member district to provide insurance certificates to the Chairperson before this Agreement is finally implemented. Such certificate shall provide



that thirty (30) days prior to expiration or cancellation of the required insurance, notice shall be sent by certified mail to:

Mr. Thomas J. Gilbert  
Gilbert & Schoenstedt  
68 North Chicago Street, Suite 211  
Joliet, Illinois 60431

#### SECTION X INDEMNIFICATION

A. Each Unit receiving aid pursuant to this Agreement hereby expressly agrees to indemnify, defend and hold harmless any and all aiding units, their personnel, agents and servants, from any and all claims, demands, liability, suits in law or in equity, costs and expenses, which are made by any third party. Further, each and every aiding unit covenants not to sue the other aiding units for any claim, demand or liability which results from their giving aid to the stricken unit. These indemnities shall include reasonable attorneys fees and costs that may arise from providing aid pursuant to this Agreement. Except that there shall be no indemnification for any liability arising out of any willful misconduct of an employee or agent, nor for any liability arising out of the driving of fire trucks, automobiles or other apparatus to and from the scene of aid pursuant to a request under this Agreement. The provisions of this Paragraph are applicable only to operations carried on pursuant to the terms of this Agreement.

B. Each Unit, whether an aiding unit or stricken unit, agree that, except as otherwise provided herein, shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, worker's compensation claims, medical and hospitalization claims of its employees and agents, and for its own property losses.

#### SECTION XI NON-LIABILITY FOR FAILURE TO RENDER AID

No Unit, nor its agents or personnel, shall be liable to any other Unit, whether expressly or impliedly, for its failure or refusal to render aid pursuant hereto, nor for the withdrawal of aid, in whole or in part, which has been provided pursuant to this Agreement.

#### SECTION XII TERM

Any Unit may withdraw from this Agreement at any time, by giving written notice to the Mutual Aid Committee Chairman of the Association specifying the date of termination. The written notice provided herein shall be given by personal delivery,

registered mail, or certified mail, at least ninety (90) days prior to the date on which termination is to be effective. All terminations shall be effective on the last day of any calendar month. Any unilateral withdrawal shall result in forfeiture of all sums of money or property of any kind contributed by the withdrawing member.

SECTION XIII  
EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the respective parties as may be provided by law and upon proper execution hereof. Each Unit shall file a copy of its ordinance or resolution entering into this Agreement with the Association's Mutual Aid Committee Chairman.

SECTION XIV  
BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of a Unit hereto. However, this Agreement may not be assigned by any Unit without the prior written consent of the Association, and this Agreement may not be assigned by the Association without the prior written consent of all Units hereto.

SECTION XV  
VALIDITY

The invalidity of any provisions of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or as modified by Court order.

SECTION XVI  
NOTICES

All notices required hereunder shall be made in writing and shall be served personally, by registered mail, or by certified mail, to the Chief of each Fire Department of the District or municipality which is a signatory hereto.

SECTION XVII  
MUTUALITY OF OBLIGATION

The parties agree to contribute equally to the acquisition of property and to defray other expenses incurred by the Association. The Association shall be authorized to act as agent on behalf of the member districts to fully implement the stated

purposes of this Agreement.

SECTION XVIII  
GOVERNING LAW

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION XIX  
AMENDMENTS

This agreement may be amended only by the written consent of two-thirds of the parties hereto; provided, however, that this Section has no application to the amendment of mutual aid policies and procedures which may be made, and amended from time to time, by the Association as provided in this Agreement and otherwise.

SECTION XX  
EXECUTION IN COUNTERPARTS

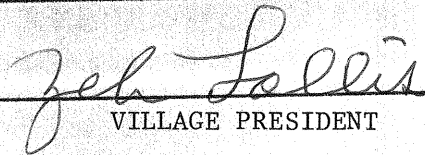
This Agreement may be executed in multiple counterparts or duplicate originals, or with multiple signature pages, each of which shall constitute and be deemed one and the same document.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties whose names are subscribed below or on the signature pages as attached hereto from time to time, and which pages are specifically incorporated herein.

PRIOR AGREEMENTS

The parties to this agreement expressly agree that this Agreement shall supercede and cancel all previous agreements between the parties with respect Hazardous Materials and the Southwest Hazardous Materials Response Team.

Dated this 13th day of JULY, 1988.

  
VILLAGE PRESIDENT

71288

ORDINANCE NO. 88-005

VILLAGE OF DIXMOOR

AN ORDINANCE REVOKING SECTION 16-14 ENTITLED  
"REVOCATION OF LICENSES, PERMITS AUTHORIZED"  
OF CHAPTER 16 ENTITLED "LICENSES AND MISCELLANEOUS  
BUSINESS REGULATIONS AND ADDING SECTION 16-17  
THROUGH 16-20 RELATING TO BUSINESS LICENSES

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF DIXMOOR as follows:

Section One: Section 16-14 entitled "Revocation of Licenses,  
Permits Authorized" of Chapter 16 entitled "Licenses and Miscellaneous  
Business Regulations" be and it is hereby revoked.

Section Two: Sections 16-17 through 16-20 shall be added to  
Chapter 16 and shall read as follows:

Section 16-17. REFUSAL TO GRANT LICENSES, REVOCATION OF  
LICENSES AND SUSPENSION OF LICENSES.

(A) The President may refuse to grant any license, and the  
Board of Trustees may revoke any license issued under this Chapter  
during the term of such license, for failure by any applicant or  
licensee to comply with any provision of this Code or any statutes of  
the State of Illinois relating to the business, occupation or activity  
for which a license application has been made or for which a license  
has been granted; provided, however, that no license shall be denied  
or revoked hereunder until notice has been given to the applicant  
or licensee as hereinafter provided in Section 16-18, a reasonable  
time has elapsed to enable the applicant or licensee to comply with  
the provisions of this Code and applicable State Statutes, and the ap-  
plicant or licensee has been given the opportunity to present his case

at a hearing as hereinafter provided in 16-19. Such denial or revocation of a license may be in addition to any fine imposed. No person whose license has been revoked as herein provided shall be eligible for a new license during the period for which the revoked license was originally issued.

(B) The President may suspend, for a period not to exceed thirty (30) days, any license issued under this Chapter during the term of such license upon conviction of the license or violation of any provision of this Code or any statutes of the State of Illinois relating to the business, occupation or activity for which such license was issued.

(C) The President may suspend, for a period not to exceed thirty (30) days, without prior warning, notice or hearing, any license issued under this Chapter during the term of such license for the failure of any licensee to comply with any provision of this Code or any statutes of the State of Illinois relating to the business, occupation or activity for which such license was issued if, in the judgment of the President, such failure constitutes an imminent danger to the public health, safety or welfare.

(D) Any person whose license is suspended shall immediately discontinue the business, occupation or activity for which the license was issued.

(E) Any person whose license is suspended may, at any time, either petition in writing the President for a hearing or make written application to the President for re-inspection for the purpose of re-instatement of the license. Any such hearing shall be held as soon

as possible and shall be conducted by and before the President at a time and place designated by him. Based upon the record of such hearing, the President shall make a finding and shall sustain, modify or rescind any official notice or order considered in the hearing. A written report of the hearing decision shall be furnished by the President to the person whose license was suspended. If a written application is made to the President for reinspection for the purpose of re-instatement of the license; then, within ten (10) days following receipt by the President of such application, together with a written statement signed by the applicant that in the applicant's opinion the conditions causing suspension of the license have been corrected, the President shall cause a reinspection to be made. If, after such reinspection, the applicant is found to comply with all applicable provisions of this Code and statutes of the State of Illinois, his license shall be re-instated.

Section 16-18. NOTICE IN THE CASE OF LICENSE DENIAL  
OR REVOCATION.

When the President or the Board of Trustees discover that any of the applied provisions of this Code or any statutes of the State of Illinois have not been complied with or have been violated, the President shall notify the applicant or licensee in writing of such non-compliance or violation. Such notification shall (1) set forth the specific nature of the non-compliance or violation discovered; (2) establish a specific and reasonable period of time for the correction of such non-compliance or violation; (3) state that failure to comply with any notice issued in accordance with the provisions of

this Chapter may result in a denial or an immediate revocation, as the case may be, of the license; and (4) state that an opportunity for appeal from any notice or inspection findings will be provided if a written request for a hearing is filed with the President and Board of Trustees within the period of time established in the notice for correction.

Any such notice shall be deemed to have been properly served when it has been delivered personally to the applicant or licensee or when it has been sent by registered or certified mail, return receipt requested, to the last known residence or business address of the applicant or licensee.

Section 16-19. HEARINGS.

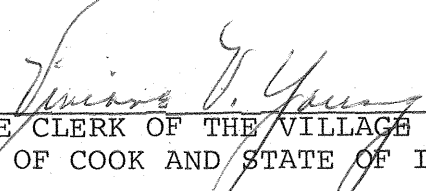
The hearings on license denial or revocation matters shall be conducted by the Board of Trustees at a time and place designated by it. Based upon the record of such hearings, the President and Board of Trustees shall make a finding and shall sustain, modify or rescind any official notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the applicant or licensee by the President and Board of Trustees.

Section 16-20. PENALTY.

Any person violating any provision of this Chapter, where no other penalty is specifically provided, shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section Three: This Ordinance shall be in full force and effect and the same shall so remain from and after its passage and approval and all ordinances or parts of ordinances in any manner in conflict herewith be and the same are hereby repealed.

This Ordinance duly passed on the 30th day of NOVEMBER, 1988, by the President and Board of Trustees of the Village of Dixmoor, County of Cook and State of Illinois, at its regular meeting and the same was hereafter duly filed in the Office of the Village Clerk on the 1st day of DECEMBER, 1988.

  
VILLAGE CLERK OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

VOTING AYE: TRUSTEE BENNIE HOLLOWAY - TRUSTEE HENRY LABREC -

TRUSTEE JERRY SMITH - TRUSTEE KENNETH STEINHAGEN

VOTING NAY: NONE

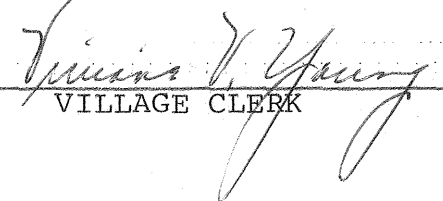
ABSENT: TRUSTEE STANLEY COUCH

ABSTAIN: \_\_\_\_\_

APPROVED this 30th day of NOVEMBER, 1988.

  
MAYOR OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED AND FILED IN MY OFFICE this 1st day of DECEMBER, 1988.

  
VILLAGE CLERK